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REGULATORY James B. Wright  
Senior Attorney

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OFFICE OF THE  
EXECUTIVE SECRETARY

March 15, 2002

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SEND BY AIR EXPRESS

Mr. David Waddell  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

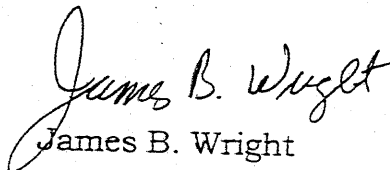
RE: Docket No. 01-00964; Complaint of KMC against United Telephone

Dear Mr. Waddell:

Enclosed for filing in the above case are an original and thirteen copies of United Telephone-Southeast, Inc.'s First Set of Discovery to KMC Telecom Holdings Inc., d/b/a KMC Telecom III, Inc. and KMC Telecom V, Inc. Copies are being served on counsel of record.

Please contact me if you have any questions.

Sincerely,

  
James B. Wright

Enclosure

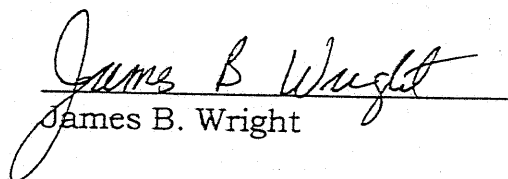
cc: Don Baltimore (by air express, fax and e-mail)  
Jon Wike  
Tom Grimaldi  
Ed Phillips

CERTIFICATE OF SERVICE

Docket No. 01-00964

The undersigned hereby certifies that on March 15, 2002, a copy of United Telephone-Southeast, Inc.'s First Set of Discovery was served upon the following parties of record by fax or by depositing a copy thereof in the U.S mail addressed as follows:

H. LaDon Baltimore  
Farrar & Bates, LLP  
211 Seventh Avenue North, Suite 420  
Nashville, Tennessee 37219

  
James B. Wright

BEFORE THE  
TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

In Re: *Complaint of KMC Telecom III, Inc. and KMC Telecom V, Inc.  
against United Telephone Southeast, Inc.*

*Docket No. 01-00964*

**FIRST SET OF DISCOVERY REQUESTS  
OF UNITED TELEPHONE-SOUTHEAST, INC. TO KMC**

Comes now United Telephone-Southeast, Inc. ("United" or "Sprint")) and propounds this First Set of Discovery Requests to KMC Telecom Holdings, Inc., KMC Telecom III, Inc. and KMC Telecom V, Inc. Please respond to the following interrogatories and requests for production of documents, and requests for admissions (individually and collectively "Requests") in accordance with the discovery schedule established in this case. Please advise undersigned counsel in writing not later than seven days after receipt of the Requests if you anticipate any problems in responding to any of the Requests.

**Definitions**

"You," "your," or "KMC" refers to KMC Telecom Holdings, Inc., KMC Telecom III, Inc. and KMC Telecom V, Inc., to their affiliates, and to their officers, employees, authorized agents and Representatives. Unless otherwise indicated, the information sought in these Requests relates to KMC's and Sprint's operations in Tennessee.

"Request" means any interrogatory or any request for production of documents or any request for admission in this First Set of Discovery Requests of United.

"Representative(s)" means those persons, past and present not in the direct employment of KMC, including outside counsel, who represent or represented the interests of KMC in matters related to this proceeding.

"Employee(s)" means those persons in the direct employment of either Sprint or KMC, past and present.

"Document" or "documentation" means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original and each copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), invoice, bill, order, form, receipt, financial statement, accounting entry, diary, calendar, telex, telegram, e-mail, facsimile ("fax"), cable, report, recording, contract, agreement, study, handwritten note, drawing, sketch, graph, index, list, tape, photograph, microfilm, data sheet or data processing tape, disk, file stored on computer, or any other written, recorded, transcribed, punched tape, filmed or graphic matter, however produced or reproduced, which is in your possession, custody, control or otherwise accessible to you or which was, but is no longer, in your possession, custody or control.

"Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name, residential and business address, and business relationship to KMC or Sprint; (ii) a corporation,

requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the nature of the document in sufficient detail for identification in a request for production, its title, its date, the name or names of its authors and recipients, its present location or custodian, and if the information or document identified is recorded in electrical, optical or electromagnetic form, a description of the computer hardware and software required to reduce it to humanly readable form; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communication, and to the extent that the communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

"Act" refers to the Communications Act of 1934, as amended (including, without limitation, as amended by the Telecommunications Act of 1996).

"Complaint " means the Complaint filed by KMC initiating this proceeding.

"CLEC" means a local exchange carrier that is not an ILEC, including KMC.

"FCC" refers to the Federal Communications Commission.

"LEC" means a local exchange carrier, including but not limited to CLECs and ILECs.

"ILEC" means an incumbent local exchange carrier as defined in 47 U.S.C. Section 251(h).

"TRA" or "Authority" means the Tennessee Regulatory Authority.

"UNE" means unbundled network element.

"United" or "Sprint" means United Telephone-Southeast, Inc.

"Telecommunications Service," "basic local exchange" and "local exchange services" are used herein to have the same definitions contained in federal and state rules and regulations.

"Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

"And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these interrogatories anything that would not otherwise be brought within their scope.

### **Instructions**

Please copy the Request above the Response to each Request.

In producing documents pursuant to any Request for production of documents, KMC should number each document and indicate the specific Interrogatory Request in response to which the document is being provided.

These Requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you. When the information requested by a Request varies over time, state the response for each period of time as to which the response differs, and identify the time periods.

If any Request is unclear, please contact counsel to obtain clarification prior to submitting an objection.

If you cannot answer a Request in full after exercising due diligence to secure all the information requested, or do not have precise information with regard to any part of a Request, you should so state in your response, describing in full your efforts to obtain the information requested, and then proceed to respond to the fullest extent possible.

If you object to any part of a Request, provide a response to all parts of the Request to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

These Requests are continuing in nature. Thus, in the event that you obtain additional information with respect to any Request after it has been answered, you are required to supplement your response promptly following receipt of such additional information, giving the additional information to the same extent as originally requested. If you are unwilling to supplement your responses, please so state.

If any response required by way of response to these Requests is considered to contain confidential or protected information, please furnish this information pursuant to the Protective Order entered in this case.

In the event you assert that any information requested herein is privileged, you should identify any such information and any supporting documents in your written response, by date, and provide a general description of its content. You also should identify all persons who participated in the preparation of the document and all persons, inside or outside of KMC, who received a copy, read or examined any such document. In addition, you

should describe, with particularity, the grounds upon which privilege is claimed.

In the event that you assert that any requested information is not available in the form requested, in your written response thereto, you should disclose the following:

- a. The form in which the requested information currently exists (identifying documents by title or description);
- b. The earliest dates, time period, and location that Representatives of Sprint may inspect your files, records or documents in which the information currently exists.

For each Interrogatory answered or document produced, provide the name of the person or persons providing the information, the title of such person(s), and the name of the witness or witnesses who will be prepared to testify concerning the matters produced. If you do not intend to call or present a witness who is prepared to testify concerning the matters contained in any response, please so state.

### **INTERROGATORIES**

#### **PLEASE RESPOND TO ALL REQUESTS USING THE DEFINITIONS AND INSTRUCTIONS GIVEN ABOVE**

1. With reference to paragraphs 9 and 10 of the Complaint, please identify the three instances and all known facts and circumstances surrounding the alleged damage to KMC's equipment. Include in your response the name of the former Sprint contractor and each Sprint employee, KMC employee and KMC customer involved in way in any of the matters alleged in paragraphs 9 and 10. In addition to the complained of act, include the date, time and location of each instance.



2. With reference to paragraph 11 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its requested finding that Sprint has discriminated against KMC through illegal and anticompetitive behavior. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
3. With reference to paragraph 15 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statements (a) that KMC has had service quality problems with Sprint in Tennessee, (b) that Sprint's performance has deteriorated, (c) that Sprint abused its monopoly powers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
4. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statements that Sprint performed "uncoordinated" coordinated cuts, botched translations, missed appointments, premature disconnects, unwanted disconnects. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
5. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint improperly responded that no facilities were available. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
6. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has an inadequate circuit acceptance testing policy, together with a statement of what KMC considers to be inadequate about the policy.
7. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has maintenance and repair problems that include repeat troubles. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
8. With reference to paragraph 16 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has unnecessarily long ordering and provision and maintenance and repair intervals, together with a statement of what period of time was unnecessarily long. In addition to the complained of act,

include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

9. With reference to paragraph 16 of the Complaint, identify all documents that show KMC's internal training, use or other implementation of Sprint's circuit acceptance testing policies for UNE Loops and Access circuits as provided by Sprint to KMC including policies set forth in the Joint Operations Plan.
10. With reference to paragraph 16 of the Complaint, identify all documents, including those relating to internal training, methods, procedures, use or other implementation acts, that show KMC's efforts to comply with Sprint's coordination cut procedures provided by Sprint to KMC, including procedures set forth in the Joint Operations Plan.
11. With reference to paragraph 17 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint technicians fail to show up for a scheduled coordinated cut. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
12. With reference to paragraph 18 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint has an excessively long firm order confirmation interval. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
13. With reference to paragraph 18 of the Complaint, identify all KMC documents, including those relating to methods, procedures and training, that show KMC's efforts to comply with the Number Portability Administration Center's standards for porting telephone numbers between ILECs and CLECs.
14. With reference to paragraph 19 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint performed a translation error that resulted in lost customers and revenue for KMC. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
15. With reference to paragraph 20 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint service problems resulted in lost customers for KMC. In addition to the complained of act, include the date, time, location and

name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

16. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that inadequately trained Sprint technicians resulted in poor service to KMC. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
17. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that lack of following procedures by Sprint technicians resulted in poor service to KMC. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved
18. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint technicians make inaccurate and anti-competitive statements to customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
19. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint assigns its best technicians to serve its own customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
20. With reference to paragraph 21 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint assigns its less experienced technicians to serve KMC's customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved
21. With reference to paragraph 22 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint prematurely disconnected KMC's customers. Include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved. With respect to B&C Computing, provide the name and telephone number and address of a person at B&C Computing who is knowledgeable about the instance.

22. With reference to paragraph 23 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that KMC can and will provide documentation on numerous accounts of Sprint's flagrant violations of the Act. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
23. With reference to paragraph 24 of the Complaint, identify all KMC documents, including those relating to methods, procedures and training, that show KMC's efforts to ensure that prior to submitting a trouble report to Sprint, KMC ensures that the cause of trouble is not on KMC's network.
24. With reference to paragraph 24 of the Complaint, identify all KMC documents, including those relating to methods, procedures and training, that show KMC's efforts to ensure that proper battery voltages are established on UNE loops provided by Sprint.
25. With reference to paragraph 24 of the Complaint, identify all documents provided to third parties that indicate trouble experienced by a KMC customer as being attributed to Sprint.
26. With reference to paragraph 24 of the Complaint, explain what KMC means by a "no dial tone" trouble report and a "level type" trouble report.
27. With reference to paragraph 24 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint reports an unusually high number of troubles. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
28. With reference to paragraph 24 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint did inaccurate troubling shooting. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
29. With reference to paragraph 25 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint inadequately closed trouble tickets. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
30. With reference to paragraph 29 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement

that Sprint improperly rejected KMC orders on the basis of no facilities. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

31. With reference to paragraph 30 of the Complaint, identify the Sprint representative who stated that "KMC customers' local service orders are 'denied forever'."
32. With reference to paragraph 30 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint employees indicated that Sprint would never provision the necessary facilities to provide service to those KMC customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
33. With reference to paragraph 30 of the Complaint, identify each of the "growing number of ILECs" who use "no facilities available" as an excuse to not provide UNE loops.
34. With reference to paragraph 30 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint favors its retail customers at KMC's expense. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
29. With reference to paragraph 31 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its request that Sprint truthfully disclose where IDLC is deployed in its network. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
30. With reference to paragraph 31 of the Complaint, sub items (2) and (3) impliedly allege that Sprint did not truthfully disclose where IDLC is deployed in its network and failed to provide UNEs to KMC in a non-discriminatory manner. Identify with specificity each instance by Sprint that KMC is relying on to support such allegations. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.

31. With reference to paragraph 32 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint failed to respond in a reasonable and timely manner regarding troubles or provisioning. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
32. With reference to paragraph 33 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint violated the Act, the Interconnection Agreement and the Tennessee Code Annotated through other acts as may be proven later. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
33. With reference to paragraph 68 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint disparaged KMC to its current or prospective customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
34. With reference to paragraph 69 of the Complaint, identify with specificity each instance by Sprint that KMC is relying on to support its statement that Sprint slandered KMC to its current or prospective customers. In addition to the complained of act, include the date, time, location and name of all KMC or Sprint employees and customers known by KMC to be involved in each instance.
35. With reference to paragraph 71 of the Complaint, identify by name and title each KMC officer located in the Tri-Cities area.
36. With reference to paragraph 71 of the Complaint, identify by name and title each Sprint officer located in the Tri-Cities area.
37. With reference to paragraph 71 of the Complaint, identify by name and address each KMC witness located in the Tri-Cities area.
38. Identify all persons participating in the preparation of the answers to these Requests or supplying information used in connection therewith.
39. Please identify any and all experts (including but not limited to, employees or Representatives of KMC) that you expect to call at the hearing in this matter, and with respect to each expert, please state the following:
  - a. areas of specialty;
  - b. subject matter upon which he or she is expected to testify;

- c. substance of the facts and opinions to which he or she is expected to testify;
- d. summary of the grounds for each such opinion; and
- e. whether any such person has prepared or provided to you a written or recorded statement or report concerning his or her investigation and, if so, the name and address of all persons who have a copy of such report or statement.

**REQUEST FOR PRODUCTION OF DOCUMENTS**

**PLEASE RESPOND TO ALL REQUESTS USING THE DEFINITIONS AND INSTRUCTIONS GIVEN ABOVE**

- 1. Produce any and all documents you relied on to provide a response to any Interrogatory or to answer any Request for Admissions. (See Instructions).
- 2. Produce any and all documents you relied on to prepare the Complaint.
- 3. With reference to paragraph 16 of the Complaint, provide any written circuit acceptance testing policy KMC proposed to Sprint.
- 4. Provide the initial and any revised responses to all formal or informal interrogatories or requests for production of documents, admissions or other data requests or other discovery made by the Staff of the TRA or any party to this proceeding to you when you provide that response to the requesting party. If you have already provided a response to a requesting party, please provide a copy of that response to United as a part of your response to this Request.

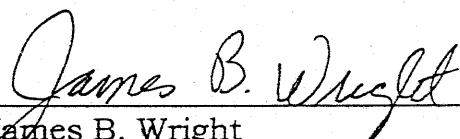
**REQUEST FOR ADMISSIONS**

**PLEASE RESPOND TO ALL REQUESTS USING THE DEFINITIONS AND INSTRUCTIONS GIVEN ABOVE**

- 1. Reference Paragraph 3 of Complaint. Admit or deny that United has held numerous telephone and person-to-person meetings with KMC for the purpose of discussing issues raised by KMC.
- 2. Reference Paragraphs 4, 19, 20 of Complaint. Admit or deny that KMC operated at a profit with respect to its CLEC operations in United's territory in Tennessee for the year 2000.
- 3. Reference Paragraphs 4, 19, 20 of Complaint. Admit or deny that KMC operated at a profit with respect to its CLEC operations in United's territory in Tennessee for the year 2001.

4. Reference Paragraphs 4, 19, 20 of Complaint. Admit or deny that KMC is operating at a profit with respect to its CLEC operations in United's territory in Tennessee for the year 2002.
5. Reference Paragraphs 10 and 11 of Complaint. Admit or deny that KMC did order cageless collocation from Sprint.
6. Reference Paragraph 23 of Complaint. Admit or deny that Sprint has a different circuit acceptance policy for UNEs compared to access services.
7. Reference Paragraph 27 of Complaint. Admit or deny that an authorized representative of KMC signed a non-disclosure agreement on March 13, 2001 requesting access to Sprint's parity reporting information.
8. Reference Paragraph 27 of Complaint. Admit or deny that KMC has accessed Sprint's performance data web site.
9. Reference Paragraph 45 of Complaint. Admit or deny that in response to a KMC bona fide request, Sprint proposed to KMC an alternative arrangement to Sprint's IDLC network consistent with rules of the FCC.
10. Reference Paragraphs 53 through 61 of Complaint. Admit or deny that KMC voluntarily entered into an interconnection agreement with United that contained rates for numerous services.
11. Reference paragraphs 55 through 61. Admit or deny that Sprint has provided to KMC information showing the location of IDLC devices on Sprint's network.
12. Reference paragraphs 55 through 61. Admit or deny that Sprint has provided to KMC a BFR response quoting rates for pricing sub-loops.

Submitted this 15th day of March, 2002.

  
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H. Edward Phillips  
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Wake Forest, North Carolina 27587-5900  
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Counsel for United Telephone-Southeast